a pilot, licensed under the laws of this state, and as, by sec. 4444 of the Revised Statutes, only coastwise *steam* vessels are exempted from pilotage regulations by the state, and the court holds above that they were formerly subject to such reglations, it follows that coastwise *sailing* vessels, having never been exempted, are still under state pilotage regulations.

The court further decides that neither the exemption of coastwise steam vessels from pilotage under the United States law, nor any lawful exemption of coastwise vessels created by state laws, concerns vessels in the foreign trade, and therefore any such exemptions do not operate to produce a discrimination against British vessels engaged in foreign trade and in favor of vessels of the United States in such trade.

The court holds that the right of a person who is competent to perform pilotage services, to render them is not an inherent right guaranteed by the fourteenth amendment, since such a contention denies that pilotage is subject to governmental control, and therefore is foreclosed by the adjudications previously referred to. Likewise the contention that the commissioned pilots have a monopoly of the business, and by combination among themselves exclude all others from the business, is also but a denial of the authority of the State to regulate.

The court says in conclusion that if an analysis of the Texas laws justifies the conclusion that they are unwise—and the court disclaims any intention of implying that they are—the remedy is in Congress; and cannot be judicially afforded.

The statutes of Virginia on the subject of pilots and pilotage (Ch. 89, secs. 1955–1990 Va. Code Anno.), are very similar to those of the State of Texas, referred to in the decision above, and are not void, unless they contain discriminations between vessels sailing between the ports of one State and vessels sailing between the ports of different States, or discriminations against vessels propelled in whole or in part by steam, or against national vessels of the United States.

C. B. G.

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INSURANCE—CHATTELS—MORTGAGE CLAUSE—WAIVER.—In *Allesina* v. *London & L. & G. Ins. Co.*, decided by the Supreme Court of Oregon, in October, 1904 (78 Pac. 392), it was held that where a policy on a stock of goods and materials was issued on an oral application, and no information was requested or given by insured as to a chattel mortgage, and insured did not know that the policy to be issued contained a clause rendering the insurance void if the property was covered by a chattel mortgage until after the policy had been delivered, and he had paid the premium, such facts constituted a waiver of the mortgage clause by the insurer, citing *German Ins. &c. Inst.* v. *Kline*, 44 Neb. 395, 62 N. W. 857; *Hanover Fire Ins. Co.* v. *Bohn*, 48 Neb. 743, 67 N. W. 774, 58 Am. St. Rep. 719; *German Mut. Ins. Co.* v. *Niewedde*, 11 Ind. App. 624, 39 N. E. 534; *Wright* v. *Fire Ins. Co.*, 12 Mont. 474, 31 Pac. 87, 19 L. R. A. 211; *Queen Ins. Co.* v. *Kline*, 32 S. W. 214, 17 Ky. Law Rep. 619; *Georgia Home Ins. Co.* v. *Holmes*, 75 Miss. 390, 23 South. 183, 65 Am. St. Rep. 611. The same doctrine has been applied by the courts of New York and Pennsylvania to a different state of facts: *Short* v. *Holme Ins. Co.*, 90 N. Y. 16, 43 Am. Rep. 138; *Phil. Tool Co.* v. *B. A. Assurance Co.*, 132 Pa. 236, 19 Atl. 77, 19 Am. St. Rep. 596; *Caldwell* v. *Fire Ass'n*, 177 Pa. 492, 35 Atl. 612.